

Request for Proposals



**City of Minneapolis
City Attorney's Office**

Restorative Justice Programs
RFP 2016-37 Issue Date: March 4, 2016

Proposals Due by: Friday, March 25, 2016 at 4:00pm

March 4, 2016

To whom it may concern:

Attached is a Request for Proposal for restorative justice services. These services are needed for the Minneapolis City Attorney's Office. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00 PM on March 25, 2016.

Thank you for your consideration.

Sincerely,

Susan Segal, City Attorney
Minneapolis City Attorney's Office

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REQUEST FOR PROPOSALS FOR RESTORATIVE JUSTICE PROGRAMS

- I. INVITATION:** The Office of the Minneapolis City Attorney (hereinafter referred to as the City) is soliciting proposals from Restorative Justice Programs (hereinafter referred to as the Consultant) to provide community based restorative justice program services in the City of Minneapolis. The Office of the Minneapolis City Attorney's Office is particularly interested in restorative justice programs that can assist them in providing services to underserved communities in the City of Minneapolis. Available funds may be distributed on a basis that would benefit multiple programs. Joint proposals are acceptable and will be considered. While this RFP will be used to select providers for both juvenile and adult restorative justice services, responders are not required to offer both juvenile and adult services.
- II. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit their proposals to the City of Minneapolis Procurement Office via email (RFP.Responses@minneapolismn.gov), with the subject line labeled:

Request for Proposals for Restorative Justice Programs

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), March 25, 2016.**

NOTE: Late Proposals will not be accepted.

- III. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Responses to questions in Attachment C
2. Proof of Required Insurance (or an explanation of why the insurance is not included)
3. For Non-Profits –
 - a. Proof of Non-Profit Status
 - b. Most Recent Independent Audit
 - c. Composition of Governing Board
4. Responses to the following Minority Recruitment and Retention Questions:
 - a. Please state the firm's record of hiring minorities and the rate of retention over the past five years. For the purposes of this RFP, minorities are defined as: "Black or African-American persons having origins of any of the Black African racial groups, not of Hispanic origin; Hispanic-persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race; Asian and Pacific Island persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and Native American, American Indian or Alaskan Native persons having origins in any of the original peoples of North American and maintaining tribal affiliations through membership and participation or community identification". Rate of retention is the number of minorities who have departed from the firm over the past five years divided by the number of presently employed. Of the minority associates presently

employed, state the number classified in first through third years, the number classified as fourth or higher, and the current number of minority partners.

- b. Please state your firm's record of hiring and retaining persons with disabilities. A disabled person is defined as "any person who has a physical or mental impairment which substantially limits one or more major life activities, or has a record of such an impairment; or is regarded as having such an impairment". Rate of retention is the number of persons with disabilities who have departed from the firm over the past five years divided by the number presently employed.
- c. Please state the firm's record in participating in minority job fairs during the past five years. Please identify the location and date of each job fair and the total number of your employees who attended.
- d. Please state the number of minority employees your firm has had since its inception.
- e. Please state the number of women employees your firm has had since its inception.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of the City Attorney's Office and other City staff assistance as they might require. The Evaluation will consist of the following:

1. Quality, thoroughness and clarity of proposal.
 - a. Restorative Justice Principles, Values and Practices - The extent to which the program operates in accordance with restorative justice principles, values and practices, in keeping with the Minnesota Restorative Services Coalition's Recommended Ethical Guidelines for Restorative Justice Practices (see Attachment B). The City considers this document of best practices as it relates to the operation of restorative justice programs.
 - b. Community Based - The extent to which the program can demonstrate significant community involvement in the delivery of restorative justice services.
 - c. Need - The need of the program for funding and assurances that an award will not supplant existing funding for current programming.
 - d. Geographic Coverage - The areas of the City where the program will offer services and ability to serve the needs of underserved populations.
 - e. Culturally Specific and Multilingual Services - The extent to which the program is able to provide culturally specific and multilingual services as needed.
 - f. Other Considerations - The City's intent is to fund a balance of programs, including those that provide services to communities of color and those that address the needs of underserved populations. Consideration will be given to programs capable of and experienced with serving adult offenders, but the City also is interested in programs that offer or provide support to restorative justice programs for juvenile offenders.
2. The extent to which the program is able to operate in a culturally sensitive way (for definition of "cultural sensitivity" see the Program Description form on page 18, Question #12).

3. The ability of the program to be in compliance with, “Limited English Proficiency (LEP) Policies and Procedures: Minneapolis in Any Language”. Additional information and a complete text of the policy is available on the Internet at:
http://www.minneapolismn.gov/policies/policies_lep_policy
4. Reasonableness of the budget. Budget will be assessed regarding a) relevance and eligibility of costs to program objectives, b) whether personnel costs demonstrate adequate staffing and, c) whether budget items are clearly described and justified.
5. Financial responsibility and capacity of organization. Include detailed information regarding the organization's financial resources and capacity.

V. SCHEDULE: The following is a listing of key Proposal and milestones:

RFP Release	March 4, 2016
Questions on RFP Due by	March 11, 2016
Responses to Questions posted by	March 15, 2016
Proposals due by	4:00 PM on March 25, 2016
Estimated Consultant selection	April 4, 2016
Estimated services start date	April 22, 2016
Estimated services end date	April 21, 2019

VI. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of three (3) years (with funding amounts to be determined on an annual basis) with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Consultant’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project. Prospective responders shall direct inquiries/questions **in writing only** to:

Contract Manager: Colleen O’Brien
350 S 5th St Rm 210
Minneapolis, MN
Colleen.Obrien@minneapolismn.gov

All questions are due no later than **4:00 PM (Minneapolis Time), March 11, 2016**. Responses to the Questions will be posted by **March 15, 2016** on the City’s RFP website at:
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

- IX. ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:
<http://www.minneapolismn.gov/finance/procurement/rfp>
The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

RFP Terms & Conditions

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are

sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the

Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at

all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Consultant are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City’s Code of Ethics will also apply to the Consultant in its role as an “interested person” since Consultant has a direct financial interest in this Agreement. The City’s Code of Ethics prevents “interested persons” from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does

not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to

provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" of the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

ATTACHMENT B

MINNESOTA RESTORATIVE SERVICES COALITION (MRSC) RECOMMENDED ETHICAL GUIDELINES FOR RESTORATIVE JUSTICE PRACTICES

MISSION STATEMENT

“To serve as a statewide coalition to promote restorative philosophy and quality restorative services for individuals, communities and organizations”

BELIEF STATEMENT

Restorative Justice processes offer opportunities to participants to explore options to address their needs either directly or indirectly. Sensitivity, choices, confidentiality, problem solving, and self-determination embody these processes. This provides structure for an opportunity for grieving, healing, and/or greater understanding.

VALUE STATEMENT

Restorative Justice is a victim-centered response to crime and conflict that provides opportunities for those most directly affected-the victims, the offender (s), their families, and representatives of the community-to be directly involved in responding to the harm caused by the crime or conflict. Restorative Justice is based upon values which emphasize the importance of providing opportunities for more active involvement in the process of:

- Offering support and assistance to victims
- Holding offenders directly accountable to the people and communities they have violated
- Restoring the emotional and material losses of victims (to the degree possible)
- Providing a range of opportunities for dialogue and problem-solving among interested victims, offenders, families, and other support persons
- Offering offenders opportunities for competency development and reintegration into productive community life
- Strengthening public safety through community building

Mark S. Umbreit, Ph.D.

DEFINITIONS

Victim/offender processes bring together the victim of a crime and their offender directly or indirectly in a safe environment. A trained facilitator guides the process. Support people and community members may participate.

*****For the purposes of this document the terms victim and offender are intended to be inclusive of schools and communities, where there is no defined victim, or where there have been people who have been harmed meeting with those who have caused harm or are perceived to have caused harm*****

Facilitators, mediators, keepers, or stewards: Act in an unbiased, nonjudgmental manner. This person(s) will function in a manner consistent with the Restorative Justice principles and values, sets the initial tone of the process and encourages participants to develop the outcome.

Victims: Those primarily or secondarily affected by a crime or an incident.

Offenders: Those responsible for causing, doing, or participating in a crime or incident; or those who are perceived to have done harm.

Community Participants: Includes, but is not limited to: victims, offenders, family, friends, neighbors, community residents, businesses, advocates, clergy, schools, law enforcement, counselors, courts, mentors, etc.

Crime/incident: Any harm done whether it can be charged as a violation of the law or not.

This process is always voluntary for victims and offenders have a choice.

PURPOSES

The purposes of these processes are:

- To actively involve victims, offenders, and other community participants, as appropriate, in an effort to repair the emotional and material harm caused by crime.
- To provide opportunities for the victim and the offender to discuss the offense, seek answers to their questions, express feelings, and move toward restoration and healing to the extent possible.
- To provide opportunities for the victim and the offender to develop a mutually acceptable plan that addresses the harm caused by the crime.
- To build community understanding through collaboration to create safer and healthier communities.

TRAINING AND EDUCATION

Facilitators, mediators, keepers, or stewards of Restorative Justice processes (paid or volunteer) are encouraged to have experiential, comprehensive training with topics to include, but not limited to:

- Victim sensitivity
- Offender awareness
- Valuing diversity
- Criminal justice system
- Communication and listening skills
- Community resources: partnership and collaboration (connecting and working with)
- Working with community and support people
- Confidentiality, exchange of information, and mandated reporting
- Restorative justice principles, values, and history
- Self and peer evaluation
- Facilitation skills: group maintenance

MRSC strongly encourages continuing education and skills building.

THE PROCESS

The restorative process should allow for the following:

- Meeting with all participants (if possible) before the meeting and reviewing the process to be used with them
- Offering alternatives to face-to-face meetings
- Careful assessment of all cases for appropriateness
- Careful consideration of the victims, offenders, and other participants ability and willingness to participate in any restorative processes
- Efforts to provide a safe forum for dialogue (may require meeting special needs)
- Allow for noncoercive interactions between participants
- Neutral facilitator, mediator, keeper, or steward
- Relaxed positive atmosphere/attitude
- Primary focus on dialogue rather than settlement
- Guidelines for appropriate behavior for participants
- Feedback from participants
- Discussing the option (s) of a follow-up session (s)
- Program evaluation (qualitative)

Restorative Justice meetings shall follow all mandated reporting guidelines.

- Facilitators have an obligation to remove themselves from any cases where biases or previous relationships may adversely affect the process.
- MRSC does not judge or determine what constitutes a good program.
- MRSC strongly discourages inappropriate relationships (defined as any personal or intimate relationship) between facilitators, mediators, keepers, or stewards and persons representing the process with participants during the course of the process.

**MRSC intends this document as a best practices guideline only, for Restorative Justice programs.
This is an evolving process.**

March, 2000

ATTACHMENT C

Proposal Program Questions

PROGRAM NAME:

This form is to be used to describe your restorative justice program which all applicants are required to complete. Please number your responses clearly.

For the purposes of your responses, the phrase “victimized community” refers to “Community Participants” as defined in Attachment B to this RFP.

1. Please provide an overview of your 2016 plan for restorative justice services, including a summary of your staffing and program delivery plans. Include in your overview:
 - a. The 2016 budget for your agency;
 - b. Specifically as it relates to your restorative justice services, the number and types of cases you plan to handle in 2016 without funding from this RFP;
 - c. Specifically as it relates to your restorative justice services, the number and types of additional cases you plan to handle in 2016 with funding from this RFP;
 - d. Describe any limitations including monthly limitations on new referrals you anticipate in 2016.
2. Case/incident Characteristics:
 - a. List the types of charged or chargeable offenses your restorative justice program deals with. Specifically listing which misdemeanor level livability offenses your program will deal with.
 - b. List your program’s other case criteria such as juvenile or adult offenses, offenses committed within a specific geographic area, or offenses with specific penalties.
 - c. Please describe any changes or expansions you plan for 2016.
3. What restorative justice practice(s) or model(s) for face-to-face meetings between the victimized community, offenders and others does your program use?
4. Briefly describe the mechanics of how your restorative justice face-to-face meeting process works, including:
 - a. Typical participants at each stage,
 - b. Roles of staff and volunteers,
 - c. Whether separate preparation meetings or healing circles are held with different participants before the face-to-face meeting,
 - d. Roughly how many meetings are held at each stage of your process
 - e. How often is a member of the victimized community a participant in the meeting process?

5. Which City neighborhoods and populations does your restorative justice program currently serve and for what timeframe have you provided that service? Do you anticipate any changes in 2016?
6. Describe how your restorative justice program has engaged or connected with the community in the neighborhoods that you previously served.
7. What evidence do you have of community members, volunteers and offenders satisfaction with your restorative justice program? When and how do you measure that?
8. Describe how your restorative justice program accepts referrals. Did your agency obtain referrals from:
 - a. Prosecutorial agency or agencies? If so, please list the agency and the manner of the referral.
 - b. Law enforcement agency or agencies? If so, please list the agency and the manner of the referral.
 - c. Any other sources? If so, please list the source and the manner of the referral.
 - d. Did or does your restorative justice program have any plans to change your referral process in 2016.
9. Describe how many resources in terms of staff or volunteer hours per week your restorative justice program can dedicate to the following areas:
 - a. Intake of cases;
 - b. Holding face-to-face meetings;
 - c. Monitoring post face-to-face meeting agreements/sentences;
 - d. Organizing community members;
 - e. Reporting to key stakeholders case outcomes; and,
 - f. Collaborating with key stakeholders.
10. In the past twelve months (specify date range), how many cases did your restorative justice program:
 - a. Receive as referrals from the police?
 - b. Receive as referrals from a prosecutor's office?
 - c. Give to a facilitator, keeper or mediator?
 - d. Hold a face-to-face meeting between a crime victim or the victimized community and the offender?
 - e. Reach an initial (not final) agreement (or social compact in a circle project)?
 - f. Reach a final agreement (or sentence in a sentencing circle project)?
 - g. Involve adult offenders?
 - h. Involve juvenile offenders?
 - i. Involve misdemeanor livability crimes?
11. In what percent of your cases in the last twelve months (specify date range) were the terms of final agreements actually completed by the offenders before the agreement's deadline?
12. Describe the ability of your restorative justice program to operate in a culturally sensitive way when cultural sensitivity is defined as:

- a. Creating an environment where cultural awareness and sensitivity are valued and woven throughout all aspects of a program,
 - b. Including a staff and volunteers that reflect the diverse populations they serve,
 - c. Having staff trained in cross-cultural communication and the history of racism in the United States and,
 - d. Having taken steps taken to ensure all populations served have equal access to program services. If you intend to provide culturally sensitive programming by partnering or collaborating with other providers, please describe this proposed relationship.
13. Describe how your restorative justice program involves key stakeholders in the community in delivery of the restorative justice services and in governance of the program.
14. Describe how your restorative justice program has collaborated with key stakeholders to implement new and innovative restorative justice services.
15. Is there anything, in addition, you would like to say about your restorative justice program?

TOTAL COSTS/FEEES FOR SERVICE

Please indicate your proposed cost of providing this service including a description of how costs were determined. Please break this down for each year of service.

TOTAL RESTORATIVE JUSTICE PROGRAM ANNUAL BUDGET

RFP for Restorative Justice Programs

FY2016

The budget should detail proposed expenditures for award period July 1, 2016– December 31, 2016. List the sources of all funds needed to meet your proposed restorative justice program budget. Because budgets are best-guess estimates, please round to the nearest dollar. Use only the space provided. Whenever possible general administrative costs (rent, audit, book keeping) should be included in the appropriate line item. Explain at the bottom of the page your sources of secured funding.

Please state the percentage of your restorative justice programs budget requested from The City of Minneapolis: _____%

	A Total Proposal Budget	B Proposed Amount Requested from the City for this Purpose	C Portion Coming From Other Sources (secured & unsecured)
Personnel			
Fringe Benefits			
Contract Services			
Travel			
Training			
Printing			
Postage			
Telephone			
Publicity/ Advertising			
Rent/Mortgage			
Utilities			
Insurance			
Maintenance/Repair			
Office Supplies			
Program Supplies			
Equipment			
Other (Specify)			
TOTALS			

*List sources and amounts of secured funding:

ATTACHMENT D

Example of Quarterly Program Report

Organization Name:	
Date:	
Prepared By:	
Preparer's Phone/Email:	

Reporting Period:

☐ July 1 – September 30, 2016 ☐ October 1 – December 31, 2016

Number of:	This Period	Calendar YTD
Court referral offenders		
Pre-court referral offenders		
Offenders who completed program		
Clients served ¹		
Community conference meetings held		
Community members in attendance at community conferences		
Volunteer hours contributed		
Facilitator continuing education hours accrued		

Demographic Information (completed program participants only)

Race:	This Period	Calendar YTD
African American		
American Indian/Alaskan Native		
Asian/Pacific Islander		
Caucasian		
Hispanic/Latino		
Other		
Two or more selected		

Program Fee Waivers Due to Financial Hardship:	This Period	Calendar YTD
Full		
Partial		

Gender:	This Period	Calendar YTD
Male		
Female		
Other		

¹ "Clients Served" is defined as any person (victims, offenders, and community members) who is offered inclusion in the restorative process regardless of whether or not that case results in face-to-face contact.

Demographic Information *(incomplete program participants only)*

Race:	This Period	Calendar YTD
African American		
American Indian/Alaskan Native		
Asian/Pacific Islander		
Caucasian		
Hispanic/Latino		
Other		
Two or more selected		

Program Fee Waivers Due to Financial Hardship:	This Period	Calendar YTD
Full		
Partial		

Gender:	This Period	Calendar YTD
Male		
Female		
Other		

Achievements, Challenges, and Anecdotes: Tell us what you've accomplished this period, as well as what challenges you are facing (attach additional sheets, if desired)